

UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF VIRGINIA
Alexandria Division

JERRY DAVIDSON, individually
and on behalf of a class of persons
similarly situated,

Civil Action: 1:20-CV-01263-LMB-JFA

Plaintiff,

v.

UNITED AUTO CREDIT CORPORATION,
a California corporation,

Defendant.

/

PLAINTIFF'S NOTICE OF SUPPLEMENTAL AUTHORITY

Plaintiff, Jerry Davidson (“Plaintiff”), submits this notice to inform the Court of certain filings from a recent action brought by the Bureau of Consumer Financial Protection in connection with violations of the Military Lending Act, 10 U.S.C. § 987 (“MLA”). At the January 8, 2021 hearing, the Court requested that the parties submit any authority that arises in connection with the MLA. As such, Plaintiff hereby submits the Complaint [D.E. 1], attached hereto as **Exhibit 1**, and the Stipulated Final Judgment and Order [D.E. 11], attached hereto as **Exhibit 2**, from the action styled *Bureau of Consumer Financial Protection v. LendUp Loans, LLC*, Case No. 4:20-cv-8583 (N.D. Cal. 2020), as supplemental authority in support of Plaintiff’s Memorandum of Law in Opposition to Defendant’s Motion to Dismiss Second Amended Complaint [D.E. 70], filed on December 11, 2020. These filings address whether the inclusion of an arbitration clause is a separate violation of the MLA. As demonstrated in the Complaint [D.E. 1], the Bureau of Consumer Financial Protection brought a separate claim in Count II because “[t]he MLA makes it unlawful for any creditor to extend consumer credit to a covered borrower with respect to which

the creditor requires the borrower to submit to arbitration in the case of a dispute.” *Id.* at 4. The Complaint states that every time defendant extended a loan containing an arbitration clause, it violated the MLA. *Id.* Thus, the inclusion of an arbitration clause is a separate MLA violation.

These filings from the above-referenced action filed by the Bureau of Consumer Financial Protection were not readily available to Plaintiff when he filed the Opposition or before the hearing on January 8, 2021 and, therefore, Plaintiff respectfully requests the Court to consider these filings in deciding the pending Motion to Dismiss.

Dated: February 12, 2021

/s/Leonard A. Bennett

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CERTIFICATE OF SERVICE

I hereby certify that on the 12th day of February, 2021, I will electronically file the foregoing with the Clerk of Court using the CM/ECF system which will send a notification of such filing (NEF) to all counsel of record.

By: /s/ Leonard A. Bennett

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